

EUKOR Car Carriers, Inc./ Hoegh Autoliners
Middle East Space Charter Agreement
FMC Agreement No. _____
Original Title Page

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

ORIGINAL

EUKOR CAR CARRIERS, INC./HOEGH AUTOLINERS MIDDLE EAST SPACE
CHARTER AGREEMENT

FMC AGREEMENT NO. **012325**

Expiration Date: None

Date of Last Republication: None



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Article 1. Name

This Agreement shall be known as the EUKOR Car Carriers, Inc. / Hoegh Autoliners Middle East Space Charter Agreement (the "Agreement").

Article 2. Purpose

The purpose of this Agreement is to authorize the parties to charter space to/from one another on their respective vessels in the Trade (as hereinafter defined).

Article 3. Parties

The parties to this Agreement are:

1. EUKOR Car Carriers, Inc. ("EUKOR")
24th Floor, Gangnam Finance Center
152 Teheran-ro, Gangnam-gu
Seoul, South Korea, 135-984
2. Hoegh Autoliners AS ("Hoegh")
2615 Port Industrial Drive, Suite 405
Jacksonville, FL 32226

"EUKOR" and "Hoegh" are hereinafter referred to jointly as the "parties" and individually as a "party".

4. Geographic Scope

This Agreement shall cover the trade to or from ports on the United States East and Gulf Coasts, and inland and coastal points served via such ports, on the one hand, to or from ports along Arabian Sea, Red Sea, Persian Gulf and Middle East, India and Pakistan and inland and coastal points served via such ports on the other hand ("the Trade").

Article 5. Agreement Authority

5.1 The parties are authorized to charter space to/from one another in the Trade on an "as needed/as available" basis, on vessels owned or chartered by them on such terms and conditions as the parties may agree from time to time. To facilitate efficient operations under this Agreement, the parties may discuss and agree upon space requirements and the availability of space on their vessels; the timing of the provision of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements, and for other administrative matters relating to the space chartering and transportation provided under this Agreement; and the terms and conditions for the use or interchange of equipment useful in the carriage of cargo in the Trade covered by this Agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire as the parties may agree. Billing and payment terms and conditions shall be as agreed between the parties.

5.3 The parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.4 The parties are authorized to enter into agreements concerning routine operational or administrative matters to implement the foregoing. Any such further agreement not exempt from filing under 46 C.F.R. §535.408 may not go into effect unless filed and effective under the Shipping Act of 1984, as amended.

5.5 Each party shall conduct its own separate marketing and sales activities, shall issue its own bills of lading, and, unless otherwise agreed, handle its own claims.

5.6 The parties are not authorized to discuss or agree on matters related to rates and charges to third parties, operating costs, or capacity deployed in the Trade.

Article 6. Administration and Delegation of Authority

6.1 This Agreement shall be administered and implemented by such meetings, decisions, memoranda, and communications between any authorized representatives of the parties to enable them to effectuate the purposes of this Agreement.

6.2 The following individuals shall have the authority to file this Agreement and any modification to this Agreement with the Federal Maritime Commission, as well as the authority to delegate the same:

- (a) Any authorized officer or representative of each of the parties; or
- (b) Legal counsel for either of the parties.

Article 7. Parties and Withdrawal

7.1 New parties to this Agreement may be added only upon the unanimous consent of the parties. The addition of any new party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2 Any party to this Agreement may withdraw from this Agreement upon ninety (90) days advance written notice to the other party or parties, such notice to be sent to the address set forth in Article 3 hereof.

Article 8. Voting

Actions taken pursuant to, or any amendments or modifications to, this Agreement shall be by unanimous agreement of the parties.

Article 9. Effective Date, Duration and Termination

9.1 This Agreement shall go into effect on the date it becomes effective under the Shipping Act of 1984, as amended.

9.2 This Agreement shall remain in effect until terminated by unanimous agreement of the parties or until, if the membership consists of two parties only, withdrawal by a party leaves a single party as the sole member.

9.3 The parties will notify the Commission of any withdrawal or termination of the Agreement.

Article 10. Applicable Law

The interpretation, construction and enforcement of this Agreement shall be governed by the laws of the State of New Jersey, United States of America, provided, however, that nothing contained herein shall relieve the parties of their respective obligations to comply with the United States Shipping Act of 1984, as amended.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of this 31st day of March, 2015.

EUKOR Car Carriers, Inc.

By: 

Name: Neal M. Mayer

Title: Attorney-in Fact

Hoegh Autoliners AS

By: 

Name: Neal M. Mayer

Title: Attorney-in Fact